

Bill To:**State of Idaho**

**Send invoices to the address
listed****below or as indicated in the
comments or instructions field
Boise, ID 83720-0075**State
of
IdahoTHIS NUMBER MUST APPEAR
ON ALL DOCUMENTS**Statewide Blanket Purchase Order
CHANGE ORDER - 02****Statewide Blanket Purchase
Order
SBPO1150 - 02****DELIVER****TO: Various State Agencies
Located throughout Idaho**

Various, ID 83701**Date: Thu Aug 31 2006****F.O.B: Destination****Terms:****VENDOR:****INTEGRA TELECOM****10452 W Emerald St****Boise, ID 83704****Attn: Contact****Emailed To:****Phone: undefined****Fax: undefined****Account Number: P00000067591****Start of Service Fri Oct 10, 2003
Date****End of Service Thu Oct 09, 2008
Date:****RFQ#: RFQ03676****DOC#: PREQ7030****File Attached:**

- ☐ **DS1Pricing.xls**
- ☐ **DS3Pricing.xls**
- ☐ **PRIValueTrunk.xls**
- ☐ **IntegraIdanetProductAddendum.doc**
- ☐ **NewProductsPricingSchedule.xls**
- ☐ **BoiseManDsize.pdf**
- ☐ **RetailPrivateLineAddendum.doc**

Buyer: State Purchasing CC 208-327-7465

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		5000000.00
	Total:			5000000.00

TELECOMMUNICATIONS SERVICES**CONTRACT SBPO1150 AMENDMENT NUMBER ONE (2)**

This contract amendment and the provisions hereof are hereby made part of that certain State of Idaho contract number SBPO1150, for TELECOMMUNICATIONS SERVICES, for VARIOUS STATE OF IDAHO AGENCIES, INSTITUTIONS, AND DEPARTMENTS, dated OCTOBER 10, 2003, between ELECTRIC LIGHTWAVE, INC., as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows:

Blanket Comments:	<p>All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this Amendment is AUGUST 31, 2006.</p> <p>This Contract is amended to reflect the change in name to integra Telecom (formerly ELI) and to add the services detailed per the following four (4) attached documents:</p> <p>IntegraIdanet Product Addendum.doc NewProductsPricingSchedule.xls BoiseManDSize.pdf RetailPrivateLineAddendum.doc</p> <p>The same terms, conditions and prices, AS AMENDED, prevail for the remainder of this contract.</p> <p>THERE ARE NO OTHER CHANGES.</p>				
	Item No	Description	Quantity UOM	Unit Price	EXTENSION
	1	TELECOMMUNICATIONS SERVICES (915-79) (nt)	1 LOT	5000000.00	
	General Comments:	<p>Delivery Zone/Area:.....Statewide Contract Usage Type:.....Category Dependent per the Master Service Agreement</p> <p>Public Agency Clause:.....Yes Contract Administration:...Gregory Lindstrom ---Phone Number:.....208-332-1609 ---E-Mail:.....gregory.lindstrom@adm.idaho.gov</p> <p>Contractor's Primary Contact ---Attn:.....Matt B Eusterman ---Address:.....10452 W Emerald ---City, State, Zip:.....Boise, ID 83704 Phone Number:.....208-947-5011 Fax Number:.....208-947-5002 E-Mail:.....matt eusterman@eli.net</p>			
Instructions:					
Freight / Handling Included in Price					
			By: GREGORY D. LINDSTROM		

Electric Lightwave
Idanet Pricing Addendum REV. 1/21/2004

Point-to-point DS1 Idanet Connectivity
By City

	<u>1 year</u>	<u>2 year</u>	<u>3 year</u>	<u>5 year</u>	<u>Install</u>
Boise DS1	\$263	\$248	\$233	\$201	\$613
Meridian DS1	\$338	\$323	\$308	\$276	\$613
Nampa DS1	\$363	\$348	\$333	\$301	\$613
Caldwell DS1	\$388	\$373	\$358	\$326	\$613
Eagle DS1	\$458	\$443	\$426	\$396	\$613

NOTE: Prices include both Channel Terminations (local loop) and Mileage.

Electric Lightwave
Idanet Pricing Addendum REV. 1/21/2004

Point-to-point DS3 Idanet Connectivity
By City and type

	1 year	2 year	3 year	5 year	Install
Boise					
On-net to On-net	\$2,560	\$2,450	\$2,100	\$1,950	\$613
On-net to ELI Colo	\$1,425	\$1,325	\$1,225	\$1,125	\$613
Off-net to On-net	\$3,526	\$3,390	\$3,117	\$2,767	\$613
Off-net to ELI Colo	\$2,900	\$2,865	\$2,692	\$2,442	\$613
Meridian					
	1 year	2 year	3 year	5 year	Install
Off-net to On-net	\$3,500	\$3,450	\$3,200	\$2,800	\$613
Off-net to ELI Colo	\$3,000	\$2,950	\$2,750	\$2,500	\$613
Nampa					
	1 year	2 year	3 year	5 year	Install
Off-net to On-net	\$3,750	\$3,700	\$3,350	\$2,900	\$613
Off-net to ELI Colo	\$3,100	\$3,050	\$2,850	\$2,600	\$613
Caldwell					
	1 year	2 year	3 year	5 year	Install
Off-net to On-net	\$3,950	\$3,900	\$3,650	\$3,150	\$613
Off-net to ELI Colo	\$3,350	\$3,250	\$3,000	\$2,850	\$613

Muxing \$200

NOTE: Prices include both Channel Terminations (local loop) and Mileage

Electric Lightwave
Idanet Pricing Addendum REV. 1/21/2004

PRI and Value Trunk Pricing:

Boise Meridian Eagle Nampa Caldwell

	1 year	2 year	3 year	5 year	Install
PRI 23B+D	\$900	\$800	\$700	\$600	\$0

	1 year	2 year	3 year	5 year	Install
Value Trunk 2 way DID Trunks	\$750	\$600	\$550	\$525	\$0

NOTE: Prices include both Channel Terminations (local loop) and Mileage



Idanet Product Addendum

Product Descriptions and Availability

Metro Ethernet

Product Description

Layer 1 Ethernet over SONET. Available in the following increments:

- 10BaseT
- 10-100 Mbps over electrical Fast Ethernet interface in 10 Mbps increments
- 100- 1000 Mbps over optical Gigabit Ethernet interface in 100 Mbps increments

Availability

Metro Ethernet is available throughout the Boise and Meridian area to buildings within 2000 feet of fiber network as illustrated on attached map. And is presently available at and between the following State of Idaho Idanet POPS:

- 450 W State St
- 317 Main St
- 1455 N Orchard

For locations that meet distance criteria of 2000 ft from fiber network service delivery will generally be 90 days. For locations that fall outside of the 2000 ft criteria, a site survey shall be conducted by Integra Outside Plant Engineering to assess additional cost and feasibility.

Dark Fiber

Product Description

Unmanaged point-to-point or ringed fiber pairs for high bandwidth applications.

Availability

Dark Fiber is available throughout the Boise area to buildings within 2000 feet of fiber network as illustrated on attached map. And is presently available at and between the following State of Idaho Idanet POPS:

- 450 W State St
- 317 Main St
- 1455 N Orchard
- 800 Park

For locations that meet distance criteria of 2000 ft from fiber network service delivery will generally be 90 days. For locations that fall outside of the 2000 ft criteria, a site survey shall be conducted by Integra Outside Plant Engineering to assess additional cost and feasibility.

DSL

Product Description

- Up to 512 Kbps download / Up to 512 Kbps upload
- Up to 1.5 Mbps download / Up to 1.5 Mbps upload
- Up to 3 Mbps download / Up to 768 Kbps upload

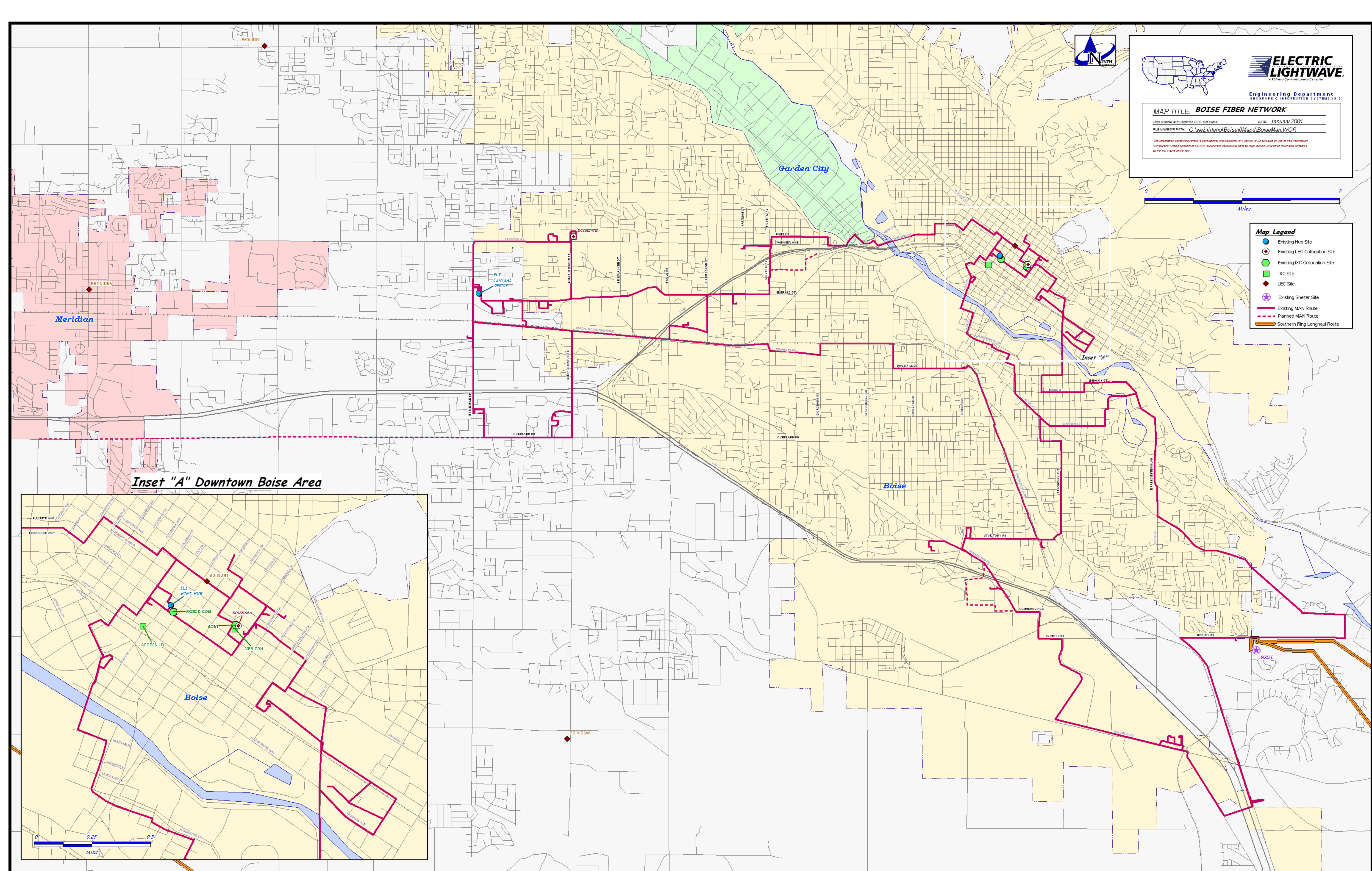
Availability

DSL availability is limited and speed depends on location and, phone line qualification. Services may not be available in all areas. DSL service requires a Digital Business Line from Integra Telecom.



DSL	24 month Terms Only		NRC
512K	\$	39.95	\$ 100.00
1.5 Mbps	\$	49.95	\$ 100.00
3 Mbps	\$	74.95	\$ 100.00

Available in select COs check with sales rep for availability



PRIVATE LINE SERVICE ADDENDUM
to the
Master Service Agreement

THIS ADDENDUM shall be attached to and become a part of the Master Service Agreement ("Agreement") by and between Electric Lightwave, LLC ("ELI") and INSERT CUSTOMER LEGAL NAME ("Customer").

1. SCOPE OF THE ADDENDUM This Addendum, including all attachments hereto, sets forth the terms and conditions under which ELI agrees to provide to Customer and Customer agrees to procure from ELI certain on-net private line services as described herein.

2. DEFINITIONS For the purposes of the Addendum, the following terms have the following definitions:

(a) **"Bit Error Rate" or "BER"** is the percentage of received bits in error compared to the total number of bits received.

(b) **"Committed Bandwidth"** or means the bandwidth throughput based on the average rate that the frames are delivered for a specific Ethernet Service, as defined in the Service Order.

(c) **"Emergency Maintenance"** is maintenance which if not accomplished promptly by ELI, could result in a Service Outage.

(d) **"Latency"** means the time it takes to get information through ELI's On-Net network".

(e) **"On-Net"** means Services provided entirely on ELI controlled facilities that connect two locations served by ELI's network.

(f) **"Packet Loss"** means the failure of the Service to transport all bundles of data in their entirety.

(g) **"Planned Service Interruption"** is a Service Outage caused by scheduled maintenance, planned enhancements or upgrades to ELI's network.

(h) **"Service"**, as referenced in this Addendum, means communication service in the form of a circuit, a dedicated SONET system, or a dedicated Ethernet system, provided over ELI's On-Net metropolitan area networks. Circuits include DS1s, DS3s, OC3s, OC12s, OC48s as well as 10 Mbps Ethernet, 100 Mbps Ethernet and Gigabit Ethernet. Each circuit is billed on a fixed monthly basis. The entire Committed Bandwidth for each circuit is available to Customer for Customer's exclusive use, twenty-four hours a day, seven days a week. A dedicated synchronous optical network ("SONET") system is a physically diverse SONET ring built for the exclusive use of the Customer. A Customer equips the system by purchasing ports. A dedicated Ethernet system is a physically diverse Ethernet ring built for the exclusive use of the Customer. All capacity on the dedicated system is for the exclusive use of the Customer. Each ring has a minimum of two nodes.

(i) **"Service Degradation"** means Services are failing to meet the performance objectives identified herein for such Service. A Service Degradation begins when ELI's Network Control and Management ("NCAM") group and/or the Customer identify a failure and ends when ELI's NCAM records and Customer agree that Services have been restored.

(j) **"Service Impairment"** means either a Service Degradation or a Service Outage.

(k) **"Service Outage"** means Services are completely unavailable to Customer because ELI's On-Net facilities or network elements failed. A Service Outage begins when ELI's Network Control and Management ("NCAM") group and/or the Customer identify a failure and ends when ELI's NCAM records and Customer agrees that Services have been restored.

(l) **"Throughput"** means the actual amount of information which is transmitted, excluding information this is not useful or redundant due to problems with the Service.

3. SERVICE PROVISIONING INTERVAL OBJECTIVES

(a) Unless otherwise agreed by the parties, the provisioning interval objective is as set forth below. Provisioning interval tracking will begin upon completion of the order entry process. These provisioning interval objectives are not applicable to: (i) Customer ordered access circuits; (ii) installation delay attributable to Customer equipment or Customer's facility; (iii) delays caused or contributed to by acts or omissions of Customer, its employees or agents; or (iv) delays due to events of force majeure.

Circuit Type	Provisioning Interval Objectives
On-Net DS1	15 business days
On-Net DS3	15 business days
On-Net OC3/OC12, 10 Mbps Ethernet, 100 Mbps Ethernet, and Gigabit Ethernet	60 business days
On-Net OC48, dedicated systems and Services	determined specifically for each Service requiring a build

(b) **Credit.** In the event ELI fails to meet the provisioning interval objectives, Customer will be entitled to a delay credit in an amount equal to five percent (5%) of the monthly recurring charge ("MRC") for each business day of delay, subject to the terms of this Addendum.

4. ON-NET DSn/OCn SERVICES

(a) **Technical specifications** for On-Net DSn/OCn Services are as follows:

Transport medium	Facility
DS-1	Digital Service, Level 1 @ 1.544 Mb/s
DS-3	Digital Service, Level 3 @ 44.736 Mb/s
OC-3	Optical Carrier, Level 3 @ 155.520 Mb/s
OC-12	Optical Carrier, Level 12 @ 622.080 Mb/s
OC-48	Optical Carrier, Level 48 @ 2,488 Mb/s

(b) **Performance objectives** for On-Net DSn/OCn Services are as follows:

Service	Bit Error Rate ("BER") Objective	Alarm Sounds at
DS1	10 ⁻⁶	10 ⁻⁴
DS3	10 ⁻⁷	10 ⁻⁵
OC3/OC12/OC48	10 ⁻⁹	10 ⁻⁶

(c) **Service Degradation Remedies.** If the BER falls below the objective five (5) times within a thirty (30) calendar day period, Customer will be entitled to a credit equal to twenty percent (20%) of the MRC for the affected Service, subject to the terms and conditions of Sections 7 and 8.

5. ON-NET ETHERNET SERVICES

(a) **Technical specifications** for On-Net Ethernet Services are as follows:

Service Type	Facility
10 Mbps Ethernet	Up to 10 Mbps
100 Mbps Ethernet	Up to 100 Mbps
Gigabit Ethernet	Up to 1000 Mbps

(b) **Performance objectives** for On-Net Ethernet Services are as follows:

Category	Performance Objective
Latency	< 5 mS
Packet Loss	0.001% of Committed Bandwidth
Throughput	Within 1% of Committed Bandwidth

The objectives above are based on an average frame size of 512 Bytes. ELI and Customer will agree upon a measuring tool that will mutually satisfy both parties.

(c) **Service Degradation Remedies.** If On-Net Ethernet Services fail to meet the objectives for Packet Loss and/or Throughput, Customer will be entitled to credits per the table below, subject to the terms and conditions of Sections 7 and 8.

Length of Service Degradation:	Credit:
≤ 15 minutes	No credit
> 15 min. & < 1 hour	2% of the MRC for the degraded Service
≥ 1 hour	5% of the MRC of the degraded Service for each full hour of Service Degradation, up to a maximum of 25% of the MRC for any thirty (30) day period

6. SERVICE OUTAGE.

(a) All On-Net Services that are ordered and provided over redundant paths, connections, and hand-offs will be available to Customer 99.99% of the available time each month ("Protected Services"). If Protected Services suffer a Service Outage, Customer will be entitled to a credit as outlined in the following table, subject to the terms and conditions of Sections 7 and 8.

Aggregate Length of Service Outage:	Credit:
Fifteen (15) minutes or less	No credit
Greater than fifteen (15) minutes and less than one (1) hour	2% of the MRC for the impacted Service
One (1) hour or more	5% of the MRC of the impacted Service for each full hour of Service Outage, up to a maximum of 100% of the MRC for any thirty (30) day period.

(b) During a Service Outage, Customer's credits with respect to the impaired Service will be limited to the credits identified in this Section 6, and Customer shall not be eligible for Service Degradation credits pursuant to Sections 4 or 5 for such Service.

7. TROUBLE TICKET PROCEDURE FOR AN ON-NET SERVICE OUTAGE

(a) ELI will maintain a point-of-contact for Customer to report a Service Impairment to ELI twenty-four (24) hours a day, seven (7) days a week.

(b) When Customer believes that a Service Impairment has occurred, Customer must contact ELI's NCAM to identify the Service Impairment and initiate an investigation of the cause of the Service Impairment ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate ELI departments will initiate diagnostic testing and isolation activities to determine the source and severity of the Service Impairment. If there is a Service Impairment, ELI and Customer will cooperate to restore Service. If the cause of a Service Impairment is a failure of ELI's Equipment or facilities, ELI will be responsible for the repair. If the Service Impairment is caused by a factor within the Customer's control, ELI will cooperate with Customer to conduct testing and repair activities at Customer's cost and ELI's standard technician rates.

(c) For credit purposes, a Service Outage begins when a Trouble Ticket is opened, and ends when the affected line and/or associated station equipment is fully operative. If the Customer reports problem with a Services, but declines to allow ELI access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage.

(d) ELI will be responsible for performing surveillance on its major systems. ELI will sectionalize faults occurring within the system localized to the Customer system elements as follows: ELI Equipment on the End User Premises; and equipment between ELI and Customer facilities.

(e) If Customer requests ELI to dispatch a field technician to a Customer or an End User location to perform diagnostic troubleshooting, and the problem resides with the Customer's or End User's equipment or facilities, no problem is found, or the failure is due to Customer or End User acts or omissions or the acts or omissions of any party for which the Customer or End User is responsible, then Customer will pay ELI for time and materials at ELI's standard technician rates.

(f) ELI will not contact the End User when a Service Impairment is detected, or for any other Service related issues unless directed to do so by Customer. ELI will notify the Customer who will then contact the End User to determine the next course of action. If an End User contacts ELI for service, ELI will promptly forward the caller to Customer or establish a conference call with Customer to allow Customer to proceed with its standard support activities.

8. CREDITS

(a) In the event of a Service Impairment, Customer may be entitled to a credit against the applicable Service invoice if: (i) the applicable Service is On-Net; (ii) Customer initiated a Trouble Ticket; (iii) the Service Impairment was caused by a failure of ELI's Equipment, facilities or personnel; (iv) the Service Impairment was extensive enough to warrant a credit based on the Service level standards set forth in the applicable Service Addendum; and (v) Customer requests the credit within ninety (90) days of the Service Impairment.

(b) Credit Allowances do not apply to Service Impairments caused by one or more of the following: (i) the acts or omissions of Customer, Customer's customer or representatives; (ii) failure of power; (iii) the failure or malfunction of non-ELI equipment or systems; (iv) circumstances or causes beyond the control of ELI or its representatives; (v) a Planned Service Interruption; or (vi) Emergency Maintenance. In addition, Customer will not be issued credits for a Service Impairment during any period in which ELI is not given access to the Service Premises.

(c) Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of one MRC per Service per month. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer.

9. EARLY TERMINATION In addition to the credit provisions outlined herein, in the event a Service experiences Chronic Trouble, Customer may disconnect the impacted Service without incurring early termination charges. "Chronic Trouble" occurs when a particular Service has experienced either (i) three (3) or more Service Outages within a thirty (30) day period; or (ii) a single Service Outage of twenty-four (24) consecutive hours or more; provided that in each case the Service Outage is eligible for credits pursuant to this Agreement.

10. REMEDIES Customer's right to credits or termination of Services as provided in this Addendum, shall be Customer's sole remedy with regard to Service Impairment.

11. ENTIRE AGREEMENT This Addendum sets forth the entire understanding of the Parties and supersedes any and all prior agreements, arrangements or understandings relating to the subject matter hereof. The Agreement will remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives.

ELECTRIC LIGHTWAVE, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

INSERT CUSTOMER LEGAL NAME

By: _____

Printed Name: _____

Title: _____

Date: _____